

**COMBINED DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled STERICALLY HINDERED PI-BRIDGE NONLINEAR OPTICAL CHROMOPHORES, PROCESSES INCLUDING SAME, AND DEVICES THEREFROM, the specification of which:

- ☐ is attached hereto.
☒ was filed on February 10, 2004 as Application Serial No. 10/775,836.
☐ was described and claimed in PCT International Application No. _____ filed on _____ and as amended under PCT Article 19 on _____.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information I know to be material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim the benefit under Title 35, United States Code, §119(e)(1) of any United States provisional application(s) listed below:

U.S. Serial No.	Filing Date	Status
60/226,267	8/17/2000	abandoned

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose all information I know to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56(a) which became available between the filing date of the prior application and the national or PCT international filing date of this application:

U.S. Serial No.	Filing Date	Status
09/932,831	8/17/2001	Pending

I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Richard J. Anderson, Reg. No. 36,732
 John A. Dragseth, Reg. No. 42,497
 J. Patrick Finn III, Ph.D., Reg. No. 44,109
 Monica McCormick Graham, Ph.D., Reg. No. 42,600
 Chad A. Hanson, Ph.D., Reg. No. 44,737
 Elizabeth N. Kaytor, Ph.D., Reg. No. 53,103
 Ronald C. Lundquist, Ph.D., Reg. No. 37,875
 Thomas S. McClenahan, Reg. No. 42,856
 Mathias W. Samuel, Reg. No. 39,823
 J. Richard Soderberg, Reg. No. 43,352
 Timothy Parker, Ph.D., Reg. No. 47,844

Raymond R. Berdie Reg. No. 50,769
 Mark S. Ellinger, Ph.D., Reg. No. 34,812
 Greg H. Gardella, Reg. No. 46,045
 H. Sanders Gwin, Jr., Reg. No. 33,242
 Michael J. Kane, Reg. No. 39,722
 Teresa A. Lavoie, Ph.D., Reg. No. 42,782
 Greg A. McAllister, Reg. No. 47,779
 M. Angela Parsons, Ph.D., Reg. No. 44,282
 Stephen R. Schaefer, Reg. No. 37,927
 Dorothy P. Whelan, Reg. No. 33,814

Combined Declaration and Power of Attorney
Page 2 of 2 Pages

Direct all telephone calls to DOROTHY P. WHELAN at telephone number (612) 335-5070.

Direct all correspondence to the following:

26191
PTO Customer Number

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Full Name of Inventor: DIYUN HUANG

Inventor's Signature: _____

Date: _____

Residence Address: Bothell, Washington

Citizenship: China

Post Office Address: 18103 29th Avenue SE
Bothell, Washington 98012

Full Name of Inventor: TIMOTHY M. LONDERGAN

Inventor's Signature: _____

Date: _____

Residence Address: Seattle, WA

Citizenship: United States

Post Office Address: 3012 NE 89th Street
Seattle, WA 98115

Full Name of Inventor: GALINA K. TODOROVA

Inventor's Signature: _____

Date: _____

Residence Address: Seattle, Washington

Citizenship: Bulgaria

Post Office Address: 1301 First Avenue, #502
Seattle, Washington 98101

Full Name of Inventor: JINGSONG ZHU

Inventor's Signature: _____

Date: _____

Residence Address: Mountlake Terrace, WA

Citizenship: People's Republic of China

Post Office Address: 22803 Lakeview Drive, C203
Mountlake Terrace, WA 98043

LUMERA, INC.
EMPLOYEE AGREEMENT

FOR AND IN CONSIDERATION of the compensation paid to me by Lumera, Inc. (the "Company") and my continued employment by the Company, I hereby agree as follows:

CONFIDENTIALITY

1. I acknowledge that as an employee of the Company, I will learn, come into contact with and have possession of certain proprietary information or facilities that the Company considers as being Confidential Subject Matter. For purposes of this Agreement, "Confidential Subject Matter" includes any and all mechanical, electronic or optic devices, prototype models, specimens, the whole or any portion or any phase of any scientific, technical or business information, designs, processes, photographs, blueprints, procedures, formulas or improvements, any future plans, customer and supplier lists, market studies, cost and price studies, and other subject matter that is not available to the general public without restriction.

2. I will not, at any time, either during or after my employment by the Company, use or disclose, except to the extent necessary in the course of my performance of services for the Company and/or as otherwise authorized in advance in writing by the Company, any Confidential Subject Matter owned by the Company or held in confidence by the Company to any third-party.

3. I will, upon termination of my employment with the Company or upon prior request, deliver to the Company any and all mechanical, electronic or optic devices, objects, materials, devices or substances, including any writing, recording, drawing, sample, specimen, prototype, model, photography, blueprint or map, that describes, depicts, contains, constitutes, reflects or records the Company's proprietary information or other confidential information and all copies thereof in my possession; and I agree to remove, erase or eliminate such information contained on any hard drives or other media for retaining the same that cannot be returned because such information is contained on hardware or a device that is not the property of the Company.

4. I acknowledge that if, either during my employment or thereafter, I disclose to others, use for my own benefit, copy or make notes of any Confidential Subject Matter or fail to disclose any invention of mine or conflict of interest subject to and defined by this Agreement, such conduct will constitute a breach of this Agreement and the confidence and trust bestowed upon me by the Company and the Company shall have an action at law or in equity to enforce this Agreement.

INVENTIONS

1. I agree that, during the term of my employment with the Company, I will immediately disclose in writing to the Company every product, process, apparatus, design or invention, whether patentable or not, that I, individually or jointly, may invent, develop, discover, conceive or originate that directly relates to the actual or anticipated business of the Company and/or to the actual or demonstrably anticipated research or development activities of the Company and/or that results from any work performed on behalf of the Company. I acknowledge and agree that immediately upon the earlier of conception or generation, all such subject matter disclosed and to be disclosed by me to the Company during the term of my employment with the Company is and will be the sole and exclusive property of the Company and I hereby assign the same to the Company.

2. I further agree that during the two-year period following any termination of my employment with the Company, I will immediately disclose in writing to the Company every product, process, apparatus, design or invention, whether patentable or not, that I, individually or jointly, may invent, develop, discover, conceive or originate that uses or is based upon or otherwise derived from any Confidential Subject Matter of the Company. I acknowledge and agree that, immediately upon conception or generation, all such subject matter to be disclosed by me to the Company during the two-year period following the termination of my employment with the Company will become the sole and exclusive property of the Company and I hereby assign the same to the Company.

3. I will, provided it is without expense to me, fully cooperate with the Company, in applying for and securing in the name of the Company, or in my name for the Company's benefit, a patent, copyright, patents or copyrights with respect to disclosed discoveries in each country in which the Company may desire to secure such patent or copyright protection. I will promptly execute all proper documents presented to me for signature by the Company to enable it to secure such patent protection or copyright protection and to transfer legal title therein, together with any patent or copyright that may be issued thereon to the Company or to me for the benefit of the Company.

4. A complete description of all inventions, applications for patents and copyrights in which I personally hold an interest, which are not subject to this Agreement, are contained in Exhibit A: "Employee Invention Disclosure."

5. I will, provided it is without expense to me, give such true information and testimony, under oath if requested, as may be requested of me by the Company, relative to any discoveries that are disclosed to the Company under the terms of this Agreement.

6. Notice provided pursuant to Washington law: This Agreement does not apply to any invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own

time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the Company.

CONFLICT OF INTEREST

1. I acknowledge that I have read and understand and will comply with the Conflict of Interest Policy of the Company as it appears in Exhibit B: "Conflict of Interest Policy" attached to this Agreement.

2. I agree that, in the course of my employment with the Company, I will not use or disclose any third-party Confidential Subject Matter with respect to which, prior to my employment with the Company, I assumed obligations restricting such use or disclosure.

3. I acknowledge and agree that I am under no obligations to any third-party that conflict or may conflict in any way with any of my obligations hereunder except for the actual and/or potentially conflicting obligation(s) identified in Exhibit C: "Outside Interests".

4. I acknowledge and agree that I will not assume any obligation to any third-party that would conflict with any of my obligations hereunder.

NON-COMPETITION

1. During the term of my employment with the Company and for two years thereafter, I will not, directly or indirectly, be employed by, own, manage, operate, join or control, participate or be connected in any manner with any enterprise involved in the field of scanner-based imaging equipment, microscanners, or optical scanning or in the field of electro-optic organic materials or related materials for telecommunications or data communications applications. I understand that I shall be deemed to be connected with a business if such business is carried on by a partnership in which I am a general or limited partner, consultant or employee, or a corporation or association of which I am a shareholder, officer, director, employee, member, consultant or agent; provided that nothing herein shall prevent the purchase or ownership by me of shares of less than 1% of the outstanding shares in a publicly or privately held company.

2. Commencing as of the date of this Agreement and continuing until two years after the termination of my employment with the Company, I shall not solicit the employment of personnel employed by the Company or by any direct or indirect parent or subsidiary of the Company.

MISCELLANEOUS

This Agreement is made under and shall be construed according to the laws of the State of Washington. If any term or provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall be severed and enforced in a manner as to give effect as nearly as possible to the intent of the parties in entering into this Agreement.

JINGSONG ZHU
Employee (print)

[Signature]
Signature

July 25, 2000
Date

[Signature]
Witness

July 25, 2000
Date

Maria Matsum
for Lumera, Inc.

7/25/00
Date

Exhibit A

EMPLOYEE INVENTION DISCLOSURE

Exhibit B**CONFLICT OF INTEREST POLICY**

No officer or employee of Microvision, Inc. ("Microvision") shall enter into any business or professional relationship that would compromise his or her judgment in respect of matters involving Microvision due to such relationship or the financial, business, property or personal interest arising out of such relationship.

GUIDELINES

1. Confidential or privileged information relating to the business, property or prospects of Microvision (insider information) shall not be used for personal or professional gain.

2. Personal or professional consulting services to other companies competing with Microvision shall not be rendered without prior written approval of Microvision.

3. Personal favors shall not be solicited from any third-party in the course of conduct of business for Microvision.

4. Any remuneration, including gifts received from third-parties in the course of the conduct of business for Microvision, shall be paid over to Microvision.

5. Employees shall not engage in any business or gainful activity that would adversely affect their ability to perform their responsibilities for Microvision.

6. Directors, officers and employees of Microvision are generally prohibited from being affiliated with persons, businesses or other entities that transact business with Microvision. Directors, officers and employees shall disclose to Microvision the names of such persons, businesses or other entities with which they are affiliated that transact business with Microvision and the nature of such affiliation in order for management to determine if any prohibited affiliation exists. Passive ownership of less than 5% of a public company shall not constitute a prohibited affiliation.

Exhibit C
OUTSIDE INTERESTS



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20531
www.uspto.gov

Paper No. 11

SEED INTELLECTUAL PROPERTY LAW GROUP
701 FIFTH AVENUE, SUITE 6300
SEATTLE, WA 98104-7092

COPY MAILED

NOV 08 2002

OFFICE OF PETITIONS

In re Application of	:
Diyun Huang et al	:
Application No. 09/932,831	:
Filed: August 17, 2001	:
For: DESIGN AND SYNTHESIS OF	:
ADVANCED NLO MATERIALS FOR ELECTRO-	:
OPTIC APPLICATIONS	:

DECISION GRANTING STATUS
UNDER 37 CFR 1.47(A)

This is a decision on the petition filed October 29, 2002, requesting reconsideration of a decision mailed June 3, 2002, which refused to accord 37 CFR 1.47(a) status to the above-identified application.

The petition is granted.

Petitioner has shown that the non-signing inventor has refused to join in the filing of the above-identified application.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status. As provided in Rule 1.47(c), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

Telephone inquiries regarding this decision should be directed to Petitions Examiner Wan Laymon at (703) 306-5685.

This application is being forwarded to the Office of Initial Patent Examination for preexamination processing.

Frances Hicks
Lead Petitions Examiner
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

**JINGSONG ZHU
2917 TIMOTHY PLACE
MOUNT VERNON, WA 98273**

COPY MAILED

NOV 08 2002

OFFICE OF PETITIONS

In re Application of
Huang; Londergan; Todorova; and Zhu
Application No. 09/932,831
Filed: August 17, 2001

For: DESIGN AND SYNTHESIS OF ADVANCED NLO MATERIALS FOR ELECTRO-
OPTIC APPLICATIONS

Dear Mr. Zhu:

You are named as a joint inventor in the above identified United States patent application, filed under the provisions of 35 U.S.C. 116 (United States Code), and 37 CFR 1.47(a), Rules of Practice in Patent Cases. Should a patent be granted on the application you will be designated therein as a joint inventor.

As a named inventor you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent attorney or agent presenting written authorization from you. If you care to join in the application, counsel of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

Telephone inquiries regarding this communication should be directed to Wan Laymon at (703) 306-5685. Requests for information regarding your application should be directed to the File Information Unit at (703) 308-2733. Information regarding how to pay for and order a copy of the application, or a specific paper in the application, should be directed to Certification Division at (703) 308-9726 or 1 (800) 972-6382 (outside the Washington D.C. area).

A handwritten signature in cursive script that reads "Frances Hicks".

Frances Hicks
Lead Petitions Examiner
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy

cc:
SEED INTELLECTUAL PROPERTY LAW GROUP
701 FIFTH AVENUE, SUITE 6300
SEATTLE, WA 98104-7092



JUNE 06, 2002

PTAS

SEED INTELLECTUAL PROPERTY LAW ET AL.
DAVID W. PARKER
701 FIFTH AVENUE
SUITE 6300
SEATTLE, WA 98104-7092

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov



102053058A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/04/2002

REEL/FRAME: 012772/0565
NUMBER OF PAGES: 11

BRIEF: EMPLOYEE AGREEMENT, CONFLICT OF INTEREST POLICY

ASSIGNOR:

HUANG, DIYUN

DOC DATE: 09/12/2001

ASSIGNOR:

LONDERGAN, TIM

DOC DATE: 09/24/2001

ASSIGNOR:

TODOROVA, GALINA K.

DOC DATE: 07/25/2000

ASSIGNEE:

LUMERA CORPORATION
19910 NORTH CREEK PARKWAY, POST
OFFICE 3008
BOTHELL, WASHINGTON 98011-3008

SERIAL NUMBER: 09932831
PATENT NUMBER:

FILING DATE: 08/17/2001
ISSUE DATE:

012772/0565 PAGE 2

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

WHEREAS, we, Diyun Huang, Tim Londergan, Galina K. Todorova, and Jingsong Zhu (hereinafter referred to as ASSIGNORS), having mailing addresses of 1717 Northeast 117th Street, #C, Seattle, Washington 98125; 3012 Northeast 89th Street, Seattle, Washington 98115; 1301 First Avenue, #502, Seattle, Washington 98101; and 22803 Lakeview Drive, C203, Mountlake Terrace, Washington 98043, respectively, are the joint inventors of an invention entitled "DESIGN AND SYNTHESIS OF ADVANCED NLO MATERIALS FOR ELECTRO-OPTIC APPLICATIONS," as described and claimed in the specification for which an application for United States letters patent was filed on August 17, 2001 and assigned Application No. 09/932,831. This application claims the priority benefit of U.S. Provisional Application No. 60/226,267, filed August 17, 2000.

WHEREAS, Lumera Corporation (hereinafter referred to as ASSIGNEE), a corporation of the State of Washington having a place of business at 19910 North Creek Parkway, Post Office Box 3008, Bothell, Washington 98011-3008, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

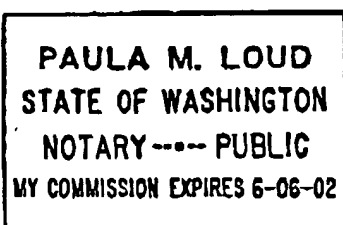
09/12/01
Date

Diyun Huang
Diyun Huang

State of Washington)
County of King)

SS.

I certify that I know or have satisfactory evidence that Diyun Huang is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 12, 2001
Signature of *Paula M Loud*
Notary Public
Printed Name Paula M Loud
My appointment expires 6/6/02

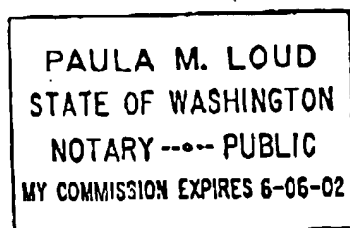
9/24/01
Date

Tim Londergan
Tim Londergan

State of Washington)
County of King)

SS.

I certify that I know or have satisfactory evidence that Tim Londergan is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 24, 2001
Signature of *Paula M Loud*
Notary Public
Printed Name Paula M Loud
My appointment expires 6/6/02

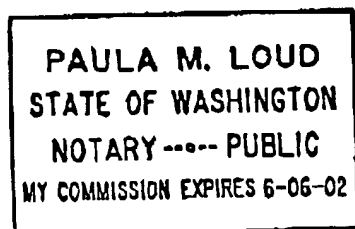
September 24, 2001
Date

G. TODOROVA
Galina K. Todorova

State of Washington)
County of King)

ss.

I certify that I know or have satisfactory evidence that Galina K. Todorova is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated September 24, 2001
Signature of Paula M Loud
Notary Public
Printed Name Paula M Loud
My appointment expires 6/6/02

Date

State of _____)

County of _____)

Jingsong Zhu

ss.

I certify that I know or have satisfactory evidence that Jingsong Zhu is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____
Signature of _____
Notary Public _____
Printed Name _____
My appointment expires _____